

# LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402)441-7410  
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513  
*BOARD OF COMMISSIONERS*

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

## **NOTICE TO BIDDERS SPECIFICATION NO. 03-274**

Lancaster County intends to enter into contract and invites you to submit a sealed bid for:

### **ANNUAL REQUIREMENTS FOR THE PURCHASE OF WHELEN LIBERTY LED LIGHTBARS WITH MOUNTS FOR LANCASTER COUNTY SHERIFF**

#### **MEETING OR EXCEEDING LANCASTER COUNTY'S SPECIFICATIONS**

Sealed bids will be received by Lancaster County, Nebraska on or before **12:00 noon, Wednesday, October 29<sup>th</sup>, 2003**, in the office of the Purchasing Agent, **"K" Street Complex (SW Wing), Suite 200, 440 So. 8th Street**, Lincoln, NE 68508. Bids will be publicly opened and read aloud in the First Floor Conference Room at the "K" Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bid will not be considered.

**FAX bid responses are not acceptable, all bids must possess an original signature and be in a sealed envelope.**

#### **COMMISSIONERS**

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*DEB SCHORR \* LARRY HUDKINS \* RAY STEVENS \* BERNIE HEIER \* BOB WORKMAN*  
KERRY EAGAN, Chief Administrative Officer

**PROPOSAL**  
**SPECIFICATION NO. 03-274**  
**BID OPENING TIME: 12:00 NOON**  
**DATE: October 29<sup>th</sup> , 2003**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items (which include Notice to Bidders, Instructions to Bidders, this Bid, Specifications, and any and all addenda) and all other conditions of the Bid, agrees to sell to the County the below listed items, complete in every respect, at and for unit prices listed below.

**ADDENDA RECEIPT:** The receipt of addenda to the specifications numbers \_\_\_\_\_ through \_\_\_\_\_ are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. all addenda shall become part of the final contract document.

**ANNUAL REQUIREMENTS FOR  
WHELEN LIGHTBARS W/MOUNTS**

**BIDDING SCHEDULE**

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>Q U A N T I T Y</u>	<u>TOTAL</u>
1.	Whelen Liberty LED Lightbar complete w/mounts MFG. _____ MODEL _____	7 EACH	\$ _____

**CONFIGURATION:**

- 2 red/2 blue corner LEDs;
- 2 EACH - front red LEDs; and, front blue LEDs;
- 2 halogen take downs w/priority steady burn;
- 2 EACH - rear red LEDs; and , rear blue LEDs;
- 2 Each - alley lights

NOTE: The seven units requested comprise the annual need for 2003 and will be ordered at one time

2. **RENEWAL OPTION:** The County reserves the right to renew any contract awarded from this RFB for up to two (2) additional one(1) year period(s) for our annual needs for like items. All renewals shall be on an annual basis and under the same terms and conditions of the original contract.

**ANNUAL PRICE ADJUSTMENT FOR LONG TERM FIXED PRICE CONTRACTS:** Unit Prices for each line item shall be fixed for one year from the contract start date. On contract anniversaries and renewals, unit prices may be adjusted for the next year in accordance with manufacturer's published price adjustments. Any price adjustments shall be mutually agreed upon by the County Purchasing Agent and the supplier. Price increases will not exceed 4% for any anniversary price adjustment or contract renewal period. Price reductions may be issued at any time.

The County reserves the right to terminate contract without further obligation by either party in event price increases are not acceptable. Escalating factors will not be automatically granted. Requests for price increases shall be in writing and accompanied by manufacturer's price lists or other manufacturer's documentation acceptable to the County. The request shall state the percentage increase and the revised price for each affected contract item.

No increases will be granted without prior approval of the County Purchasing Agent.

Will your firm consider annual renewal options for the items listed herein? \_\_\_\_YES \_\_\_\_ NO

3. **INTERLOCAL PURCHASING:** The County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with contract terms and conditions, in addition to orders from Lancaster County.

\_\_\_ YES \_\_\_ NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political subdivisions, cities and counties. Terms and conditions of the contract must be met by political subdivisions, cities and counties. Under no circumstances shall Lancaster County be contractually obligated or liable for any purchases by political sub-divisions, cities or counties.

**NO BOND REQUIRED**

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**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.**

**MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 03-274**

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\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**BY (Signature)**

\_\_\_\_\_  
**STREET ADDRESS or P.O. BOX**

\_\_\_\_\_  
**(Print Name)**

\_\_\_\_\_  
**CITY, STATE ZIP CODE**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**TELEPHONE**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER**

\_\_\_\_\_  
**ESTIMATED DELIVERY DAYS (ARO)**

**email:** \_\_\_\_\_

BIDS MAY BE INSPECTED IN THE PURCHASING OFFICE DURING NORMAL BUSINESS HOURS, **AFTER** TABULATION. IF YOU DESIRE A COPY OF THE BID TAB TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BID. Bid Tabulations may be down loaded off the City/Co. Purchasing web page at: [www.ci.lincoln.ne.us/city/finance/purch/index.htm](http://www.ci.lincoln.ne.us/city/finance/purch/index.htm)

# LANCASTER COUNTY NEBRASKA

## EQUIPMENT SPECIFICATIONS WHELEN LIBERTY LED LIGHTBAR W/MOUNTS

### 1. APPLICATION

- 1.1 The light mounts shall fit 2003 (or current model year) Ford Crown Victoria cruisers for the Lancaster County Sheriff.
- 1.2 All prices offered must be complete, delivered to the Lancaster County Shop (all freight, insurance and handling charges included) by the number of days *after receipt of order (ARO)* indicated on the "Bidding Schedule" under "Estimated Delivery Days (ARO)".

### 2. BRAND/MAKE/MODEL

- 2.1 The equipment furnished under these specifications shall be new, of the latest improved model in current production as offered to the commercial trade.
- 2.2 The emergency vehicle lighting and siren system shall contain the following equipment: One (1) Low Profile Lightbar with complete mounts for 2003 (or current model year if requested) Ford Crown Victoria, as specified below.
- 2.3 For quality standard, the County has selected the Whelen Liberty LED. Note, all components of the system must be of a single manufacturer to ensure part compatibility

Brand/make/model bid: \_\_\_\_\_

### COMPLETE AND RETURN WITH YOUR BID

MEETS SPECIFICATION YES NO		NO.	ITEM DESCRIPTION	COMMENTS/EXCEPTION
<b>1. LED LIGHTBAR</b>				
		1.1	Main structure of lightbar must be two-piece extruded aluminum top and bottom. Lightbars with plastic/polycarbonate top/bottom are not acceptable.	
		1.2	Lightbar shall house all electronic components.	
		1.3	Lightbar shall measure approximately 2.55 inches high x 12 inches wide x 48-1/2 inches long excluding mounting brackets.	
		1.4	Lightbar shall contain one (1) control module I/O board and two (2) 4-outlet ballasts.	
		1.5	Lightbar shall have a combination of: Four (4) corner LINEAR12 LED lamps - 2 Red / 2 Blue; Four (4) Directional LINEAR8 - 2 Red / 2 Blue; Four (4) Directional LINEAR8 - 2 Red / 2 Blue; Two (2) Halogen modules - 2 Flashing/Steady Take Downs.	

MEETS SPECIFICATION YES NO		NO.	ITEM DESCRIPTION	COMMENTS/EXCEPTION
		1.6	Four (4) LINEAR12 and eight LINEAR8 assemblies will be operated by a the two ballasts and two (2) halogen lamps will be operated by the I/O card.	
		1.7	The ballast shall produce a minimum flash rate of 75 flashes per minute.	
		1.8	There shall be ten (10) Scan Lock flash patterns to choose from.	
		1.9	Each set of four LED lamps must be capable of operating in a different flash patterns.	
		1.9	The lightbar shall have linear LED modules in the four corners. Each LINEAR12 corner module shall consist of twelve (12) high output LED's permanently mounted within a single "removeable" highly mirrored parabolic reflector for maximum light output. The twelve (12) LED's shall be mounted in a straight line and have a single diffuser panel mounted in front of them for maximum light output.	
		1.10	All halogen lamps shall be snap-in style and must be mounted in deep-dish, highly mirrored reflectors for maximum light output.	
		1.11	All front-facing and rear facing LED panels shall be the same design as the LINEAR12 described above, but shall contain eight (8) high output LED's.	
		1.12	All LED's must produce a minimum of a 90 degree light pattern. LED panels that do not produce significant light output at 45 degrees are not acceptable.	
		1.13	The ballast and the I/O module shall be 100% solid state with built-in reverse-polarity protection and output-short protection.	
		1.14	Ballast shall operate from 10-16 VDC with no degradation in flash rate, and shall operate through a temperature range of -30 degrees Celsius to 60 degrees Celsius.	
		1.15	The lightbar shall be designed to have up to eight (8) lamps to the front, six (6) lamps to the rear.	

MEETS SPECIFICATION YES NO		NO.	ITEM DESCRIPTION	COMMENTS/EXCEPTION
		1.16	The lenses shall be constructed of polycarbonate with built-in spreader optics and a horizontal non-fluted strip across the center of each lens for maximum light output at the "zero" H-V point.	
		1.17	The LED panel must be mounted within the lightbar. Systems in which the LED panel/lens assembly makes up the outside configuration of the lightbar are not acceptable.	
<b>2. WARRANTY</b>				
		2.1	The system shall be warranted by the manufacturer to the user directly to be free from defects of material or workmanship for a period of twenty-four (24) months from date of purchase (no warranty is offered on optical plastic parts and halogen bulbs).	
		2.2	Ballasts shall be warranted for a period of two (2) years; LED's shall be warranted for a period of five (5) years.	
		2.3	Written proof this warranty by the manufacturer must be furnished by the bidder and attached to the bid.	
		2.4	The manufacturer shall provide a twenty-four (24) month warranty on both parts and labor. This shall include forty-eight (48) hour factory turnaround repair service.	
		2.5	Out-of-warranty product shall receive the same quality service and be repaired at a flat service rate of as indicated below, which includes shipping/handling fee for each unit returned (excluding new or necessary hardware such as lenses, flash tubes, etc.)  \$_____ Per hour for service as indicated.	
		2.6	All successful bidders must be an authorized stocking distributor for the manufacturer, in the State of Nebraska, of the product line, and stock sufficient quantities of service parts to maintain the needs of the department within twenty four (24) hours after call.	

MEETS SPECIFICATION YES NO		NO.	ITEM DESCRIPTION	COMMENTS/EXCEPTION
<b>3. DELIVERY</b>				
		3.1	Delivery complete in every way including freight, insurance, handling, manuals accessories and associated parts Delivery F.O.B., to: Lancaster County Sheriff 575 So. 10 <sup>th</sup> Street % Lancaster Co Shop 444 Cherrycreek Road Lincoln, NE 68508 Attn: William Jarrett, Chief Deputy (402) 441-6500	
<b>Signature</b>		<b>Company Name</b>		<b>Date</b>

**INSTRUCTIONS TO BIDDERS**  
**LANCASTER COUNTY, NEBRASKA**  
**PURCHASING DIVISION**

**1. BIDDING PROCEDURE**

1. Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

**2. BIDDER'S SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the County.
  - 2.4.2 For all other contracts: upon approval by the County of the executed contract and bonds.
- 2.5 County shall have the right to retain the bid security of bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the County as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
  - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
  - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the County, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

**3. EQUAL OPPORTUNITY**

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the County's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the County's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.



#### **4. DATA PRIVACY**

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the County harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

#### **5. BIDDER'S REPRESENTATION**

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

#### **6. INDEPENDENT PRICE DETERMINATION**

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

#### **7. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the County; and bidders shall not rely upon such interpretations or changes.

#### **8. ADDENDA**

- 8.1 Addenda are written instruments issued by the County prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

#### **9. ANTI-LOBBYING PROVISION**

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County Staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

## **10 . BRAND NAMES**

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the County that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder **MUST** attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the County's specifications.

## **11. DEMONSTRATIONS/SAMPLES**

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the County.
- 11.2 Such demonstration can be at the County delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate County personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder **MUST** supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the County of acceptable goods. Bidders must indicate how samples are to be returned.

## **12. DELIVERY**

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the County at the location specified by the County, with all transportation charges paid.

## **13. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
  - 13.1.1 Manufacturer's warranties and/or guarantees.
  - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the County, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the County that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.

- 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
- 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the County of the failure of any software/ firmware/ hardware/equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the County, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/systems that does comply with this Specification and Agreement.
- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

#### **14. ACCEPTANCE OF MATERIAL**

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
  - 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the County; and
  - 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the County reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Lancaster County, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

#### **15. BID EVALUATION AND AWARD**

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the County, and as the County deems will best serve their requirements.
- 15.5 The County reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the County.

#### **16. INDEMNIFICATION**

- 16.1 The bidder shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether

or not it is caused by a party indemnified hereunder.

- 16.2 In any and all claims against the County or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

**17. TERMS OF PAYMENT**

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

**18. LAWS**

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

**SPECIAL PROVISIONS  
FOR  
COMMODITY TERM CONTRACTS  
LANCASTER COUNTY, NEBRASKA  
PURCHASING DIVISION**

**1. ESTIMATED QUANTITIES**

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the County for the contract period.
- 1.2 Items listed may or may not be inclusive of County requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the County shall be neither obligated nor limited to any specified amount. The County will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

**2. CONTRACT PERIOD**

- 2.1 The contract term is for one (1) year, with option to renew for additional one (1) year terms, not to exceed two (2) renewals. Total contract term not to exceed three (3) years as 36 consecutive months.
- 2.2 Bidder must indicate on the Proposal Form, in the space provided, if renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract term.

**3. BID PRICES**

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the County:
  - 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
  - 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
  - 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.

- 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
- 5. Approved price changes are not applicable to orders already issued and in process at time of price change.
- 6. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the County.
- 7. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
- 8. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document.

**4. CONTRACT ADMINISTRATION**

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the County's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various County Departments.
- 4.4 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.5 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.6 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

**5. QUARTERLY REPORT**

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
  - 1. Each ordering department.
  - 2. Items and quantities purchased by department.
  - 3. Total dollar amount of purchases by department.